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TRANSPORTATION
COMMISSION

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September 16, 2008

REQUEST FOR PROPOSAL
for
TransLink® Technical Advisor

Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to act as a Technical Advisor to assist MTC and Bay Area Transit Operators with the continued implementation of the TransLink® fare collection system. The advisor will be responsible for technical support in the following areas:

- Contract Administration
- Project Oversight
- Coordination Support
- Operations Support
- Design Review
- IT Expertise
- Equipment Installation
- Testing & Inspection Services
- Business Assistance
- Coordination with other Procurements

This letter and its enclosures constitute the Request for Proposal (RFP) for this project. Responses should be submitted according to the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit an original and six (6) hard copies of their proposal by 4:00 p.m., on Wednesday, October 15, 2008. ***Proposals received after that date and time will not be considered.*** One (1) electronic copy must also be submitted. Submission of the electronic copy will not satisfy the proposal submission deadline.

Proposals will be considered firm offers to enter into a contract and perform the work described in this RFP for a period of ninety (90) days from their submission.

MTC Point of Contact/RFP Project Manager

Proposals and all inquiries relating to this RFP shall be submitted to Brian Gebhardt, TransLink® Program Coordinator, at the address shown below. E-mail inquiries may be directed to bgebha@mtc.ca.gov, for telephone inquiries, call (510) 817-5838.

Brian Gebhardt, TransLink® Program Coordinator
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Bill Dodd, Chair
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Scott Haggerty, Vice Chair
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Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Operations

Andrew B. Fremier
Deputy Executive Director,
Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

Background

In June 1999, MTC selected Motorola, Inc. (TransLink® Contractor) to design, build, operate and maintain the TransLink® “smart card” fare payment system. The TransLink® project consisted of a limited pilot phase (Phase 1) to be followed by full rollout to all Bay Area transit operators (Phase 2). The original schedule anticipated completion of the pilot in 2001 and completion of all design/build activities in 2004. The program successfully completed the pilot phase, during which the six largest operators in the Bay Area provided TransLink® services on a subset of their transit systems, in 2002. Region-wide deployment, however, did not reach its first benchmark until November 2006, when MTC certified the TransLink® system as Revenue Ready on AC Transit and the Golden Gate Transit and Ferry fleets. More recently, Caltrain was declared Revenue Ready on August 12, 2008. San Francisco Muni is expected to reach Revenue Ready status within the next few months, and BART, in early 2009. Of the remaining operators, SamTrans and Santa Clara VTA are expected to reach Revenue Ready in early 2010. Implementation on all other Bay Area transit agencies is expected later.

In 1998, MTC conducted a procurement to select an engineering and design consultant to oversee the work performed by the TransLink® Contractor throughout design and implementation of the TransLink® fare payment system, which resulted in the selection of Booz Allen Hamilton (BAH). Because of the delays mentioned above, the original contract term has been incrementally extended, currently through the conclusion of design and implementation on MUNI and BART. Because of the unexpected length of the contract, MTC has decided to conduct a competitive procurement to provide technical support and oversight for the design and implementation of VTA, SamTrans, and the remaining Bay Area transit operators. This procurement also includes technical support throughout the operations and maintenance phase of the Contract, which concludes in 2019.

Scope of Work, Schedule and Budget

The detailed Scope of Work for the project is provided in *Appendix A*. The selected Consultant will be expected to perform all work and analysis necessary to complete the work described in *Appendix A*.

MTC anticipates that work will commence on or about December 15, 2008 and continue through November 2019, to coincide with the completion of the Motorola contract. The estimated total budget for the project has not been determined at this time.

Disadvantaged Business Enterprise Participation

Disadvantaged Business Enterprises (DBEs) and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendix D-3, Bidders List of Subcontractors (DBE and Non-DBE), Part I and II*. For the complete DBE participation provisions applicable to this procurement see *Section V.G, and Appendix D, of this RFP*.

Proposers' Conference

A proposers' conference will be held at 2 pm on Thursday, September 25, 2008 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Claremont Conference Room.

Notice of Addenda and Requests for Exceptions

This RFP and any addenda will be posted on MTC's web site. To receive personal notice of any addenda, prospective proposers must either attend the proposer's conference or submit to the MTC Point of Contact/RFP Project Manager a written request to receive addenda prior to September 25, 2008.

Requests for clarification or exception to RFP provisions must be received no later 4:00 p.m., September 29, 2008, to guarantee consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section IV* of the RFP. Interviews, if held, will occur the week of October 20, 2008.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in Section IV.

Consultant Selection Timetable

September 25, 2008 at 2:00 p.m.	Proposers' Conference at 101 Eighth Street, Oakland, CA 94607 Claremont Conference Room
September 29, 2008 by 4:00 p.m.	Deadline for requests for clarifications or exceptions to, or modification RFP provisions
October 6, 2008 by 4:00 p.m.	Deadline for protests of RFP provisions
October 15, 2008 by 4:00 p.m.	Closing date/time for receipt of proposals
Week of October 20, 2008	Interviews/Discussions (if required)

November 14, 2008	MTC Operations Committee
December 15, 2008 (approximate)	Execution of contract

General Conditions

MTC will not reimburse any Proposer for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

The selected Proposer will be required to sign a contract with MTC. A synopsis of MTC contract provisions is in *Appendix C, Synopsis of Provisions in MTC's Standard Consultant Agreement*. The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix D*.

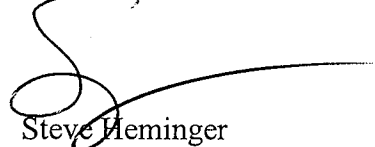
In particular, your attention is directed to the insurance provisions in *Appendix C*. Any requests for exception to the insurance requirements must be brought to MTC's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

Authority to Commit MTC

Based on an evaluation conducted by the selection panel, the Executive Director will recommend a Consultant to the MTC Operations Committee, which will commit MTC to the expenditure of funds in connection with the RFP.

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH: DR/BG

Attachments

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REQUEST FOR PROPOSAL

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

TRANSLINK® TECHNICAL ADVISOR

September 16, 2008

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. PURPOSE & PROJECT DESCRIPTION

A. Purpose

MTC seeks consultant assistance with the technical oversight and program management of the implementation and operations of the TransLink® fare collection system. The technical assistance will include support and oversight of implementation of the TransLink® system on the San Mateo Transit District (SamTrans), Valley Transportation Authority (VTA) and all remaining Bay Area transit operators by the TransLink® Contractor, Motorola, Inc. MTC will require consulting services for all stages of development tasks (e.g. requirements capture, design review, testing and implementation/deployment) related to the addition of each new transit operator. Additional consulting services for general technical issues, ongoing operations and maintenance of the system, potential business alliances and parking payment applications are also included in the scope of work. References in this RFP to the “Technical Advisor” refer to the consultant selected as a result of this RFP.

B. Project Description

1. Background

TransLink® is a federal, state and locally funded program for the design, implementation, operation and maintenance (DBOM) of a “smart card” fare payment system for San Francisco Bay Area transit operators. The TransLink® program is being implemented by Motorola, Inc., under a contract with MTC entered into in June 1999. Under the TransLink® Contract, Motorola, Inc. is responsible for the design, build, operation and maintenance (DBOM) of the TransLink® system. ERG Ltd. is Motorola’s primary sub-contractor. References in this RFP to the “TransLink® Contractor” or “Contractor” refer to Motorola.

Prior to awarding the DBOM contract to Motorola, a contract was awarded to Booz Allen Hamilton (BAH) to provide engineering and design oversight services for the build-out of the TransLink® system. Under this prior contract, BAH performed services similar to those listed in this RFP. As needs have arisen, other consultants have been called upon to offer professional services and expertise in areas such as marketing, data collection, network design, and website design. BAH and MTC have worked closely with consultants to assist the TransLink® Contractor in augmenting the design and functionality of the TransLink® system.

MTC organized the TransLink® contract into two phases: a pilot (Phase 1) and full regional deployment (Phase 2). Phase 2 roll-out occurs in four major sub-phases:

Phase 2.2 included:

- Alameda-Contra Costa Transit District (AC Transit) – declared Revenue Ready in November 2006
- Golden Gate Bridge, Highway and Transportation District (Golden Gate) Bus and Ferry – declared Revenue Ready in November 2006

Phase 2.3 includes:

- Caltrain - declared Revenue Ready on August 12, 2008
- San Francisco Municipal Transportation Authority (SFMTA) – Revenue Ready in the near future

- Bay Area Rapid Transit (BART) - Revenue Ready in early 2009;

Phase 2.4 includes:

- Santa Clara Valley Transportation Authority (VTA) – Revenue Ready expected in early 2010
- San Mateo County Transit District (SamTrans) – Revenue Ready expected in early 2010

Phase 2.5 includes:

- All other transit agencies in the nine-county San Francisco Bay Area – Revenue Ready expected in 2010 or later.

The TransLink® Contractor has begun initial work on Phase 2.4, but no work has commenced for Phase 2.5. For Phase 2.4, the Contractor has started early design work, and MTC has begun its design review process, which is summarized below.

MTC's design review process includes three formal design reviews: conceptual, preliminary, and final. Prior to each design review, the Technical Advisor develops an Issues List with input from MTC and the transit operators, and assists MTC in developing a regional position, which sometimes requires preparation of technical issues papers. Each design review milestone consists of a series of meetings, and the Technical Advisor provides full documentation of new issues (if any), decisions, direction, and agreements. The Technical Advisor monitors the Issues List and recommends approval of the TransLink® Contractor's submittal when all open issues have been resolved.

In preparing for Revenue Ready and the soft launch of TransLink® for each transit operator, the Technical Advisor develops and maintains a punch list of items requiring resolution, working closely with the Contractor, MTC, and the transit operator to maintain the list and negotiate between parties on which items warrant placement on the punch list.

The TransLink® program is managed by MTC in partnership with Bay Area transit operators through frequent, public meetings of the TransLink® Management Group. The TransLink® Consortium is the established forum for joint agency decision-making for future ownership and operation of TransLink®. Membership includes MTC, AC Transit, BART, Caltrain, Golden Gate Bridge Highway and Transportation District, Muni, SamTrans, VTA, and a number of smaller operators.

2. Project Description

The scope of this contract includes technical oversight of the TransLink® Contractor and coordination with the transit operators and other project consultants. For Phase 2.4 and 2.5, assignments will include design review of TransLink® Contractor submittals, testing and inspection services of all system components, sub-systems and processes, and installation oversight of equipment on vehicles and at operator facilities. Technical support for Phase 2.3 will continue with the current consultant, and will likely overlap with the start date of this contract. Tasks requiring on-going support will include contract administration, project oversight, project coordination, operations support, design review and testing. Others, such as business assistance and operations support, require project managers' authorization. More detail is provided in *Appendix A*.

II. SCOPE OF WORK, SCHEDULE AND BUDGET

A detailed scope of work is included in this RFP as *Appendix A, Scope of Work*.

MTC anticipates that work will commence on or about December 15, 2008 and continue through November 2019, to coincide with the completion of the Motorola contract. The estimated total budget for the project has not been determined at this time.

III. FORM OF PROPOSAL

Interested firms are asked to submit an original, six (6) hardcopies and one electronic copy of their proposal meeting the requirements specified herein **by 4:00 p.m., October 15, 2008**. Proposals received after that date and time will not be considered.

In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper for all proposals and reports.

Proposal content and completeness are most important. Proposals shall not exceed one hundred (100) pages, excluding proposal covers, section dividers, letter of transmittal, title page, table of contents, and resumes. Clarity will be considered in assessing the proposers' capabilities. Each proposal should include:

A. Transmittal Letter

Transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person if different from the signator. The cover letter should include a statement that the proposal is a firm offer to contract with MTC to perform the work according to the terms of the RFP for ninety (90) days from the due date for submission.

B. Title Page

Title page showing the RFP subject, the name of the proposer's firm, address, telephone number, name of contact person, and the date.

C. Table of Contents

The table of contents must include a clear identification of the material by section and page number.

D. Summary of Approach

This section should consist of a discussion of the proposed approach to the performance of the work requested that illustrates the Consultant's understanding of the nature of the work being requested and the general approach to be taken. It should include, but not be limited to, the following:

- Discussion of the purpose of the project;

- A summary of the proposed approach specific to each task;
- Assumptions made in selecting the approach;
- Identification of any difficult issues that may affect the implementation of the project and how these issues will be addressed.

E. Sample Annual Work Plan

1. Prepare a Sample Annual Work Plan (intended to be the basis for Year One Workplan of the contract as described in Appendix A, Task 1). The Work Plan must address all of the tasks listed in the Scope of Work, propose level of effort (labor hours) and identify key personnel. The Scope lists some tasks as on-going and others as “On-call,” which requires written MTC approval to begin the task. The Sample Work Plan shall include both task types with assumptions listed to substantiate the estimates.
2. Discuss anticipated operational support needs and issues;
3. Prepare a Sample Monthly Progress Report for Appendix A, Task 3.

F. Qualifications and References

1. A detailed statement of the firm’s qualifications and previous experience in conducting similar work, and short resumes of the personnel the Consultant intends to use to perform the project, summarizing the individual’s training and experience relevant to this project. This section should demonstrate experience and expertise in all areas required to perform work described in *Appendix A, Scope of Work*. If subcontractors are used, include the resumes of key subcontractor personnel, as well.
2. A summary (no longer than one page each) of at least three (3) projects similar in subject matter and scope to this project, including the client agency, the contract term and amount, and a contact person (with telephone number and e-mail) who may be contacted as a reference.
3. List any contracts with MTC (or the Bay Area Toll Authority (BATA) or MTC Service Authority for Freeways and Expressways (MTC SAFE)) by the Consultant or any of its subconsultants in the past three (3) years, including a brief description of the scope of work, the contract amount, date of execution and the MTC project.
4. At least one and no more than three work samples that exhibit the proposer’s technical support expertise (one copy each). All samples will be returned to the proposer after the selection process.

G. Cost

Include a description of the firm’s and its subcontractors’ hourly rates. Rates shall be “fully-loaded,” i.e., including all applicable surcharges such as taxes, insurance, fringe benefits, as well as other direct costs, overhead and profit. Use the Sample Annual Work Plan in conjunction with the hourly rates and expenses to calculate the first year’s total costs. At a minimum, costs should be displayed on a per task basis.

For on-going operational support (Appendix A, Task 5), proposers should include a spreadsheet for each year of the contract that estimates the expected level of effort: the labor hours per task

by each staff level with their accompanying hourly rates, and all other direct costs from December 15, 2008 through November 2019. Consider the timing of Phases 2.4 and 2.5 in calculating the estimated costs for the next few years and provide a grand total for all years.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix B*).

I. Debarment and Lobbying Certificates

Submit completed Debarment and Lobbying certificates (*Appendices D-1 and D-2*).

J. Subcontractor Information Form

Submit a completed *Appendix D-3, Bidders List of Subcontractors (DBE and Non-DBE), Part I and II*.

IV. PROPOSAL EVALUATION

A. Review for General Responsiveness

The RFP Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section III, Form of Proposal. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section III, Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible.

B. Evaluation

Responsive proposals will be evaluated by a panel of staff representatives from MTC and Bay Area transit operators, based on the following evaluation factors, listed in order of relative importance:

- The proposed team's demonstrated ability, experience and qualifications based on Proposer's response/submittals to Section III.F of Proposal including the work samples provided and qualifications related to the technical expertise listed in Introduction of Appendix A;
- Individual team members' ability, based on the submitted resumes and individual qualifications, including experience, education and background, to address the desired technical expertise listed in Introduction of Appendix A;
- Approach to conducting and completing the project, including understanding of the purpose and requirements of the project and proposer's strategy for managing resources and project output, resource allocation, in terms of quality and quantity, to key tasks, including the time and skills of personnel assigned to each task. Evaluators will use the proposer's assumptions for both on-going and on-call tasks in the Sample Annual Work Plan to assist in determining the proposer's project understanding;
- Cost effectiveness; and

- Writing ability.

Following the evaluation, the panel may elect to recommend award to a particular proposer or develop a “short list” of proposers with a reasonable likelihood of being awarded the Contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation. The MTC RFP Project Manager will then recommend a Consultant to the Executive Director. If he agrees with the recommendation, he will request the approval of the Operations Committee.

MTC reserves the right to not convene interviews and to make an award on the basis of written proposals, alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

V. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the Consultant whose proposal is most advantageous to MTC, based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

The selected proposer will be expected to execute a contract similar to MTC's Standard Consultant Agreement, which is summarized in *Appendix C, Synopsis of Provisions in MTC's Standard Consulting Agreements*. Particular attention should be paid to the insurance and indemnification requirements. A copy of the standard agreement may be obtained from the RFP Project Manager. If a proposer wishes to propose a modification to any provision in the standard agreement, any such modifications must be brought to the attention of the RFP Project Manager on or before the date and time established above for receipt of requests for clarification/exceptions. Failure to submit a proposed modification by the deadline shall be deemed acceptance of the terms and conditions in the Standard Consultant Agreement.

The contract will be funded in part with federal funds. Federally-required contract provisions are included in *Appendix D*.

The contract resulting from this RFP will be compensated on a time and materials basis.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the RFP Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
2. No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive; or
3. No later than three (3) working days after the date on which the contract is authorized by the MTC Operations Committee or the date the firm is notified that it was not select whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes the award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

G. Disadvantaged Business Enterprise (DBE) Policy

1. Terms As Used In This Document
 - 1.1 The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
 - 1.2 The term "bidder" also means "proposer" or "offerer."
 - 1.3 The term "Agreement" also means "Contract."

- 1.4 Agency also means the local entity entering into this contract with the Contractor or Consultant.
- 1.5 The term “Small Business” or “SB” is as defined in 49 CFR 26.65. 2.

2. Authority and Responsibility

- 2.1 DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- 2.2 Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. Submission of DBE Information

“Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form, Appendix E will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation General Information

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- 4.1 A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- 4.2 A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- 4.3 A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- 4.4 A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

- 4.5 The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- 4.6 A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.
5. Resources
 - 5.1 The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
 - 5.2 Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

H. Prompt Payment of Subcontractors

Under 49 CFR Part 26, Consultants are required promptly to pay subcontractors (DBE and non-DBE) all amounts to which the subcontractors are entitled for work that has been satisfactorily performed and for which the Consultants have received payment, in accordance with the terms of the applicable subcontracts. (See 49 CFR § 26.69.) Accordingly, Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the MTC. Any subcontract in excess of \$25,000, entered into as a result of this procurement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

I. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the Consultant is subject to the prior written approval of MTC. Removal of any key staff persons identified in the proposal without written consent of the MTC RFP Project Manager may be considered a material breach of contract.

APPENDIX A, SCOPE OF WORK

Introduction

The following scope of work describes a series of tasks to support the implementation of TransLink®, an automated fare collection program centered on a dual-interface smart card which eventually will be accepted for fare payment by all Bay Area transit operators (hereinafter referred to as “Operators”). The TransLink® Contractor is responsible for performing all conceptual, preliminary, and final design services related to the TransLink® fare payment system (FPS). The TransLink® Contractor is also responsible for installing, operating, and maintaining the system.

The Technical Advisor shall be responsible for overseeing the work performed by the TransLink® Contractor. The Technical Advisor shall provide multi-disciplinary engineering and technical services to MTC to support oversight, review and management of design, prototyping, testing, installation and operation of the TransLink® system for implementation of Phase 2.4, Phase 2.5 and ongoing operations through the end of the TransLink® contract in 2019. Initial work has begun on Phase 2.4, however Phase 2.5 has not yet commenced. Design support for Phase 2.3 shall continue to be provided by the current consultant, likely overlapping with the start date for this contract. For status of implementation, see RFP Section I.B.1.

Engineering disciplines required include, but are not limited to: architecture, civil, mechanical, electrical, electro-mechanical, electronics, and systems engineering. The Technical Advisor may also be asked to provide technical expertise in the following areas, including but not limited to:

- smart card technologies and deployments
- automatic fare collection systems
- financial settlement services
- card production, distribution and management
- software development
- computer systems design
- systems integration
- preventative/depot/on-call maintenance programs
- network management
- asset management
- customer support centers
- customer satisfaction and usage research
- telephone system operations and planning
- training programs
- transit operations
- engineering and engineering research
- performance monitoring support
- human factors and customer interface design (physical layout of equipment and operational instructions)
- electronic banking
- security systems
- wireless data transmission
- bill systems, including validation, storage, collection, dispensing, counting, and reporting
- financial analysis
- transit marketing
- GPS systems
- systems operation expertise
- escrow management
- standard for smart cards, fare payment and transit operations

Technical services shall include, but are not limited to, engineering services, required calculations and analysis; multi-discipline cost estimating; and documentation control and correspondence with the TransLink® Contractor. The Technical Advisor shall support the introduction of TransLink®

equipment into revenue service, facility modifications if required, spare parts procurement and training programs, and the implementation of warranty and maintenance tracking systems. The Technical Advisor shall also be responsible for monitoring and verification of as-built documentation.

The Technical Advisor contract will be managed by MTC in consultation with Transit Operators. When applicable, deliverables shall be submitted in both hard copy and electronic format. The Technical Advisor shall perform required duties in conjunction with the TransLink® Contractor's scope of work and schedule, as set forth in the TransLink® Contract.

The following tables list the tasks for the scope of work. Table I lists tasks needed on an on-going basis, while Table II's on-call tasks will require written authorization from the MTC before work may begin. Both sets of tasks shall be included in Annual Work Plans submitted by CONSULTANT.

Table I - Tasks Required on an On-going Basis

Task 1	<i>Annual Work Plan</i>
Task 2	<i>Support Contract Administration</i>
Task 3	<i>Project Oversight</i>
Task 4	<i>Coordination, Communications, and Reporting</i>
	<i>4.1 Project Coordination</i>
	<i>4.2 Communications Archive</i>
	<i>4.3 Monthly Progress Reports</i>
Task 5	<i>Operations Support</i>
Task 6	<i>Design Review</i>
Task 7	<i>Testing & Inspection Services</i>

Table II – On-call Tasks (Requires Written Authorization from MTC)

Task 8	<i>IT Expertise</i>
Task 9	<i>Equipment Installation</i>
Task 10	<i>Business Assistance</i>
Task 11	<i>Coordination with Other Procurements</i>

The services to be performed by The Technical Advisor shall consist of services as determined in the Annual Work Plan, as approved by MTC. Tasks shall include, but are not limited to, the following:

Task 1. Annual Work Plan

The Technical Advisor shall submit an Annual Work Plan that encompasses and addresses all tasks included in this Scope of Work. The Plan shall describe the tasks the Technical Advisor will perform in the coming year. MTC will review and approve the Plan. The Technical Advisor shall use all tools available to inform development of the Annual Work Plan including, but not limited to, attendance at project management meetings, review of background materials to discern project requirements and the proposed schedules for the rollout of Phases 2.4 and 2.5.

The Annual Work Plan shall include:

- Plans, priorities, and objectives for the coming year;
- Discussion of approach for each required task of this Scope of Work;
- Review of project deliverables;
- Staffing requirements and proposed key personnel for coming year;
- Final schedule for applicable phases of transit agency rollout;
- Proposed budget, including number of labor hours by individual (resource plan) for each task for the applicable phase of transit agency rollout and the annual need for operational support for the entire system;
- Long-range strategic suggestions for the system; and
- Suggestions for task changes and updates.

The Technical Advisor shall update the scope of work and/or schedule on an as needed basis.

Deliverable: 1.1 Annual Work Plan
1.2 Updates to Work Plan and Schedule, as needed

Task 2.

Support Contract Administration

The Technical Advisor shall support MTC in the administration of the TransLink® Contract, including invoice review, schedule review and change order preparation, Request for Information (RFI) responses, claims negotiation, dispute resolution, and other communications with the TransLink® Contractor. Duties shall include:

- Verify, evaluate, and negotiate invoices submitted by the TransLink® Contractor for payment (subject to approval by MTC). Assist in determination of work completion for progress payments. Support in price adjustment plan evaluation.
- Review monthly schedule submittals for changes to logic and potential program impacts and recommend approval status. Work with the TransLink® Contractor and transit operators to coordinate schedule development.
- Determine impacts and prepare an independent (engineer's) estimate of change orders without reference to the TransLink® Contractor's cost proposal. Ensure that the TransLink® Contractor's cost proposal conforms to the requirements of the Contract and provides sufficient detail for analysis. When necessary, perform technical reviews of past documentation to inform analyses, perform cost analyses and provide reports to MTC. Support requests for information.
- Support claim submittal analysis and response. Provide dispute resolution assistance to MTC in resolving TransLink® Contractor issues, when required.
- Assist MTC in contract negotiations with the TransLink® Contractor.

- Assist with general contract administration duties, as needed.

Deliverables: 2.1 Contract Administration Support

Task 3.

Project Oversight

The Technical Advisor shall be responsible for assisting MTC in overseeing and advising on the TransLink® Contract in the following areas:

- Monitor progress of specific TransLink® Contract tasks, as detailed in the TransLink® Contractor's project schedule. Alert MTC to any changes to scope of work and/or schedule that become necessary. Monitor area(s) where the TransLink® Contractor is not meeting the schedule. Assess schedule mitigations.
- Develop and implement strategies to ensure high quality system performance from the TransLink® Contractor and, from the transit agencies.
- Assess changes to project requirements for their impact on software development. Ensure that all changes to project requirements are approved by a change control board
- Provide general escrow support.
- Develop asset management strategies. Develop equipment replacement and upgrade strategies.
- Monitor where TransLink® Contractor adherence to task budget, as applicable.
- Recommend methods of cost containment to MTC
- Support general needs regarding transit agency integration projects.
- Monitor TransLink® Contractor's compliance with general contract provisions.
- In support of above items, provide onsite staff support as requested.

Deliverable: 3.1. Updates in Monthly Progress Report
3.1. Other Reports, as requested

Task 4.

Coordination, Communications, and Reporting

The Technical Advisor shall be responsible for overall TransLink® Contract project coordination and oversight, including the following subtasks:

Subtask 4.1 – Project Coordination

Key members of the Technical Advisor's (and its subconsultants') technical staff shall meet with MTC staff throughout the duration of this contract. The Technical Advisor shall organize, conduct, participate, document, and/or facilitate meetings with the TransLink® Contractor, other members of the TransLink® consultant team, or Operators.

- Develop agendas, meeting materials, and records of meetings, including decisions, actions, issues, responsible parties, and target dates for resolution, where applicable.
- Incorporate minutes from meetings with the TransLink® Contractor into the Issues Lists, as necessary.

- Prepare and make presentations to MTC, public agencies, and community groups when requested.
- Provide support for the TransLink® Management Group (TMG) and other Consortium committees as needed.
- Distribute information (e.g., progress, needs, problems) to MTC, Operators, and members of the TransLink® consultant team as needed

Deliverables: 4.1.1 Meeting Agendas & Minutes
4.1.2 Presentations

Subtask 4.2 - Communications Archive

The Technical Advisor shall maintain an Internet-based relational database/communications tracking system, already in use by MTC, which identifies all formal communication between TransLink® Contractor and MTC, and select correspondence between:

- MTC and Operators
- MTC and TransLink® Contractor
- The Technical Advisor and MTC

Separate numbering schemes shall be used for each of the above.

The project documentation database file shall reside on a secure Internet server maintained by CONSULTANT. As a system is already in use and maintained by BAH, a transition and/or integration plan will be necessary.

Deliverables: 4.2.1 Operational Tracking System
4.2.2 Transition/Integration Plan

Subtask 4.3 – Monthly Progress Reports

The Technical Advisor shall prepare and submit monthly progress reports to update MTC on the work performed by CONSULTANT. Reports shall compare progress to date to the approved Annual Workplan and schedule (Task 1) and to the detailed task budget, in enough detail for MTC to be able to determine whether the work has been performed in general accordance with the approved Annual Work Plan, task budget, and schedule.

The Technical Advisor shall identify the following:

- Accomplishments over the reporting period
- Job hours and cost utilization, by task and individual, actual vs. budget
- DBE participation, actual vs. those specified in the agreement
- Trends that might result in the need to reduce or restructure future work and/or problem(s) (if any) with the scope of work, including corrective action(s)
- How such corrective action(s) affect the project budget, if at all
- Upcoming goals and activities
- Status of deliverables

- High level summary of operational issues/status
- Other items as directed by MTC

The Technical Advisor shall propose an initial format for progress reports for review and approval by MTC. The Technical Advisor shall submit at least one (1) hard copy of each report. Progress reports shall be received by MTC no later than twenty (20) days following the end of each month, unless otherwise specified by MTC, and shall be consistent with monthly invoices.

Deliverables: 4.3.1 Monthly Progress Reports

Task 5.

Operations Support

The Technical Advisor shall engage with MTC, Operators and the TransLink® Contractor to identify, resolve and manage operational issues. The Technical Advisor shall participate in operations-related meetings and conference calls to inform design and implementation of future phases as well as provide guidance and recommendations regarding corrective actions with the current design.

The Technical Advisor shall

- Assist MTC in monitoring and analyzing Key Performance Indicators (KPI) for the TransLink® system and recommend performance improvements. Assist MTC in refining KPIs, as appropriate.
- Analyze Contractor's system performance monitoring reports.
- Support MTC modeling and forecasting analysis for market penetration assessments.
- Participate in TransLink®-related planning such as marketing, program messaging and consumer recruitments.
- Analyze customer satisfaction and system usage reports, as necessary.
- Coordinate with the TransLink® Contractor on settlement processes to improve overall efficiency and accuracy. Assist transit operators with internal TransLink® settlement processes.
- Provide expertise on smart card security, alternative smart card platforms (such as java) and smart card procurements. Advise, as necessary, MTC, the operators and the TransLink® Contractor on potential repercussions of security attacks on smart card systems found in other smart card fare payment systems, determining information necessary to be maintained in escrow and providing troubleshooting for future potential institutional and other partnerships.
- Assist with developing updates to the TransLink® Operating Rules and other documents related to the governance of the TransLink® program, including, but not limited to, memoranda of understanding with existing or new TransLink® Partners.
- Work with transit agencies on their individual TransLink® maintenance programs. Recommend process improvement, where applicable.

Deliverables: 5.1 Monthly operational report
5.2 Special reports, as requested

Task 6.

Design Review

The Technical Advisor shall be responsible for providing prompt review of design submittals from the TransLink® Contractor (including but not limited to items listed in Tables 4.2-1 and 4.10-1 of the TransLink® Contract) in keeping with the approved overall project schedule. Design reviews shall be consistent with the Phase 2.2 and Phase 2.3 approvals process, which includes participating in three formal design reviews: conceptual, preliminary, and final. Prior to each design review, The Technical Advisor shall develop an Issues List with input from MTC and Operators, and shall assist MTC in developing a regional position, which may require preparation of technical issues papers. Each design review milestone will consist of a series of meetings, and The Technical Advisor shall provide full documentation of new issues (if any), decisions, direction, and agreements. The Technical Advisor shall monitor the Issues List and recommend approval of the TransLink® Contractor's submittal when all open issues have been resolved.

Using previously-established methods and practices, The Technical Advisor shall determine whether the TransLink® Contractor's submittals are in compliance with the TransLink® Contract, and all applicable federal, state, and local laws, statutes, ordinances, regulations, codes, orders, and decrees, and recommend approval or disapproval. When a submittal is in compliance, The Technical Advisor shall recommend approval. When a submittal clearly does not comply with the TransLink® Contract, The Technical Advisor shall recommend disapproval, and if possible, make recommendations for resubmission. When a submittal has only minor deviations from the TransLink® Contract, The Technical Advisor shall note the deviations and omissions as may be appropriate and recommend approval of the submittal subject to notations.

The Technical Advisor shall be responsible for collecting feedback on the TransLink® Contractor's submittals (e.g., from Operators) and returning any comments and suggestions to the TransLink® Contractor in a timely manner, in keeping with the approved overall project schedule. As needed, The Technical Advisor shall assist Operators in identifying internal design review teams. The Technical Advisor shall use a secure Internet-based relational database/communications tracking system, identified in Task 3.2, to post the TransLink® Contractor's submittals as well as solicit and document Operators' input.

In addition, The Technical Advisor shall evaluate any value engineering change proposals, proposed modifications to existing Operator equipment, and advancements in technology.

Deliverables: 6.1 Issues Lists & Papers

6.2 Design Review Submittal Recommendations

6.3 Design Review Meeting Minutes

6.4 Consolidating Operator Feedback

Task 7. *Testing & Inspection Services*

The Technical Advisor shall provide full-time testing inspection services during the term of the TransLink® Contract. The Technical Advisor shall be responsible for the control, monitoring, and enforcement of the TransLink® Contractor's compliance to all technical and operational requirements, terms, and conditions, as specified in the TransLink® Contract and consistent with previous inspections and tests including:

- Device Inspection and Testing
- Interface and Integration Inspection and Testing
- System Installation and Acceptance Inspection and Testing

The Technical Advisor shall supervise all acceptance testing of products to be supplied by the TransLink® Contractor prior to and after Revenue Ready, including conditional and final acceptance testing. The Technical Advisor shall ensure that each inspection and test is designed, conducted, and reported in accordance with the requirements set forth in the TransLink® Contract. The Technical Advisor shall develop a checklist of contractual compliance requirements for each inspection and test.

For each inspection and test, The Technical Advisor shall:

- Validate the conditions and confirm procedures, prior to test beginning
- Witness and validate performance
- Note variances and determine success or failure based on approved test procedure

The Technical Advisor shall track the status of each inspection and test, and its associated documentation. The Technical Advisor shall determine whether inspections and/or test results are in compliance with the requirements specified in the TransLink® Contract, and recommend approval or disapproval. The Technical Advisor shall be responsible for recommending acceptance of all equipment provided by the TransLink® Contractor.

Deliverable: 7.1 Inspection & Test Recommendations

On-call Tasks

Task 8. *IT Expertise*

The Technical Advisor shall provide comprehensive IT expertise for areas including but not limited to: software development; software, hardware and network management; and software, hardware and network maintenance. The Technical Advisor shall also provide QA/QC oversight to ensure the TransLink® Contractor provides and follows an effective QA/QC program employing well-structured and controlled software development methods.

The Technical Advisor shall review the TransLink® Contractor's compliance with current software development practices.

The Technical Advisor shall ensure that the TransLink® Contractor implements and maintains a Configuration Control System to monitor the state of development of each software module and to track changes. The Technical Advisor shall monitor progress of the software development, identify any issues that present a risk to achieving the project schedule or performance and propose preventive and corrective actions.

Deliverables: 8.1 Reports, as requested

Task 9. Equipment Installation

The Technical Advisor shall provide engineering services to support the introduction of TransLink® equipment by the TransLink® Contractor. The Technical Advisor may also be required to respond to requests for information or changes from the TransLink® contractor.

Deliverables: 9.1 Site Preparation Recommendations
9.2 Engineering Services

Task 10. Business Assistance

The Technical Advisor shall analyze and evaluate business opportunities related to implementation of the TransLink® program. Specifically, The Technical Advisor shall make recommendations as to whether or not MTC should take advantage of card and application issuance and card acceptance agreements or other revenue sharing agreements that may result in additional revenues (or offset costs) for the TransLink® program.

The Technical Advisor shall evaluate the current status of the program against the strategies for implementation defined in the TransLink® Program Plan.

Deliverable: 10.1 Recommendations, as requested

Task 11. Coordination with Other Procurements

The Technical Advisor shall represent, coordinate, and assist MTC and the TransLink® Contractor in relationships with Operators involved in or planning other fare collection or other electronic payment system procurements. The Technical Advisor shall work with MTC and the TransLink® Contractor to ensure that equipment purchased through such procurements are compliant with TransLink® requirements and vice versa.

The following fare collection equipment procurements will be in progress at the time of execution of this contract.

- Valley Transportation Authority (VTA) Contract No. A950 (97031), Ticket Vending Machines
- Joint Powers Board (JPB) Contract No. C-60379JPB (in conjunction with VTA), Ticket Vending Machines
- San Francisco Municipal Transportation Authority (Muni), Faregates

- Golden Gate Bridge, Highway and Transportation District (Golden Gate) Ferry, Faregates

Various transportation agencies have implemented or are contemplating implementing electronic parking payment systems. The Technical Advisor shall represent, coordinate and assist MTC and the TransLink® Contractor in relationships regarding such parking applications.

Deliverables: 11.2.1 Reports, as requested.

APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC's commissioners include:

Tom Ammiano
Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected Consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the RFP Project Manager. In order to provide proposer's with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD The Technical Advisor AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement:

(1) Worker's Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as contractor is a sole proprietor with no employees;

(2) Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultants officers, agents, employee and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss.

(3) Business Automobile insurance for all automobiles owned, used or maintained by Consultant and Consultants officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence;

(4) Errors & Omissions or Professional Liability Insurance (if applicable) in an amount no less than \$5,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, Consultant agrees to maintain continuous coverage in effect from the date of the commencement of services to at least five (5) years beyond the termination or completion of services or for five (5) years or until satisfaction of any statute of limitations. The policy shall provide coverage for all work performed by the Consultant and any work performed or conducted by any subconsultant working for or performing services on behalf of the Consultant.

No contract or agreement between the Consultant and any subconsultant shall relieve the Consultant of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the Consultant and any subconsultant working on behalf of the Consultant on the project;

Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D, DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

2.1. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering

the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
6. Subcontractors
 - a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.

- b. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
 - c. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
 - d. Any substitution of subcontractors must be approved in writing by MTC in advance of assigning work to a substitute subcontractor.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:
- The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

Appendix D-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

APPENDIX D-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2008.

By _____ (signature of authorized official)

(title of authorized official)

APPENDIX D-3-BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) **PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) - PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

APPENDIX E, Local Agency Proposer/Bidder DBE (Consultant Contracts) Information

[illegible]

CT Bidder - DBE Information (Rev 4/28/06)

Distribution: (1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award.
(2) Copy - Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files